



TERMS & CONDITIONS

1. Prices for any estimated items will be honored for seven (7) days after date of the estimate and are based on acceptance of the total order as quoted. Any deviation from the total order may result in a change in unit prices. Unit prices are subject to change without notice if delivery is not required within thirty (30) days of acceptance of this contract.
2. The Cellar Lumber Co. assumes no responsibility for the accuracy of take-offs from drawings or blueprints, or that the products listed will be sufficient to complete customer's intended project. On quotations, errors in extensions, omissions and footings are subject to correction.
3. A forty-eight (48) hour (two working days) notice is necessary to assure prompt delivery. The Cellar Lumber Co. reserves the right to ship in full truck load quantities. Less than truck load quantities or additional materials will be subject to additional delivery charges. Delays or failure to make deliveries (total or partial) due in whole or in part to fire, windstorm, flood, acts of God, supplier delay and/ or any other causes beyond our control will not constitute a default. The purchaser is responsible for adequate access to delivery location and assumes liability for any damage to property or equipment when trucks are required to leave highways or acceptable streets.
4. Shipments shall be inspected upon receipt and if any errors or irregularities exist they must be reported to us in writing before using the merchandise and within five (5) days of receipt of goods, otherwise no claims or adjustments of any kind will be recognized. We assume no responsibility in the use of the merchandise shipped and when placed in work constitutes acceptance by the customer. Shortages must be indicated on the "drivers" copy.
5. A twenty-five percent (25%) handling charge will be made on stock goods returned for credit. All returned items must be in saleable condition. No goods shall be returned to us without our consent. No items may be returned or exchanged for credit after sixty (60) days, regardless of condition.
6. Special order products (trusses, windows, doors, etc.) as well as millwork are non-cancelable and non-returnable once the order has been placed. Cash sales will require one hundred percent (100%) down-payment, which is non-refundable unless The Cellar Lumber Co. is issued credit from the supplier. The Cellar Lumber Co. charge account customers will be billed upon receipt of merchandise in the store and billed for material direct shipped to jobsites. We will not be responsible for merchandise left in the store for more than ten (10) days.

TERMS:

- 1) Opening of an account based upon credit acceptance by corporate office.
- 2) Cash sales special order products require down payment in full.

PAYMENT TERMS FOR CELLAR CHARGE ACCOUNTS:

- 1) Payment of balance of account is due by the tenth (10th) of the month following purchases.
- 2) To accounts not paid in full by the tenth (10th) a monthly LATE PAYMENT CHARGE of two percent (2%) (ANNUAL RATE OF 24%) will be applied. Minimum late payment charge is \$1.00.

The above terms & conditions constitute the entire agreement, and no other representation, either oral or written will be recognized.